



2. Bedrock denies all allegations contained in Paragraph 1 of Softlayer's Affirmative Defenses.

3. Bedrock denies all allegations contained in Paragraph 2 of Softlayer's Affirmative Defenses.

4. Bedrock denies all allegations contained in Paragraph 3 of Softlayer's Affirmative Defenses.

5. Bedrock denies all allegations contained in Paragraph 4 of Softlayer's Affirmative Defenses.

6. Bedrock denies all allegations contained in Paragraph 5 of Softlayer's Affirmative Defenses.

7. Bedrock denies all allegations contained in Paragraph 6 of Softlayer's Affirmative Defenses.

8. Bedrock denies all allegations contained in Paragraph 7 of Softlayer's Affirmative Defenses.

9. Bedrock denies all allegations contained in Paragraph 8 of Softlayer's Affirmative Defenses.

#### **RESPONSE TO COUNTERCLAIMS**

10. Bedrock incorporates by reference the allegations in its Complaint for Patent Infringement in response to each and every of Softlayer's Counterclaims.

11. Bedrock admits that this Court has jurisdiction as alleged in Paragraph 1 of Softlayer's Counterclaims, but denies that Softlayer is entitled to any relief requested.

12. Bedrock admits the this Court has subject matter jurisdiction as alleged in Paragraph 2 of Softlayer's Counterclaims, but denies that Softlayer is entitled to any relief requested.

13. Bedrock admits the allegations of Paragraph 3.

14. Bedrock admits the allegations of Paragraph 4.

15. With respect to Paragraph 5, Bedrock admits that an actual and justiciable controversy exists between Bedrock and Softlayer with respect to the validity and infringement of the '120 patent. Bedrock denies that there is an actual and justiciable controversy with respect to the enforceability of the '120 patent because Softlayer has not alleged any facts upon which the '120 patent can be adjudged unenforceable under the doctrine of inequitable conduct.

16. Bedrock denies the allegations of Paragraph 6.

**PRAYER FOR RELIEF**

Bedrock incorporates by reference the Prayer for Relief set forth in Bedrock's Complaint for Patent Infringement. Bedrock denies that Softlayer is entitled to any relief.

DATED: September 3, 2009

Respectfully submitted,

**McKOOL SMITH, P.C.**

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**BEDROCK COMPUTER**  
**TECHNOLOGIES**

**CERTIFICATE OF SERVICE**

The undersigned certifies that the foregoing document was filed electronically in compliance with Local Rule CV-5(a). As such, this document was served on all counsel who have consented to electronic service on this, the 3rd day of September, 2009. Local Rule CV-53(a)(3)(A).

/s/ Austin Curry  
Austin Curry